

REMARKS

Claims 1-16 are pending in this application. By this Amendment, claims 1, 15 and 16 are amended. The amendments introduce no new matter as they are supported at least by the depictions in Figs. 1 and 2. Reconsideration of the application based on the above amendments and the following remarks is respectfully requested.

The Office Action, in paragraph 1, objects to claim 15 for an informality. Claim 15 is amended to obviate the objection. Withdrawal of the objection to claim 15 is respectfully requested.

The Office Action, in paragraph 3, rejects claims 1-7, 10-12 and 14-16 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 4,142,343 to Trafton. This rejection is respectfully traversed.

Trafton discloses a maintenance-free anodized aluminum post having longitudinal grooves therein for mating with complementary brackets, the post being hollow and having a constant wall thickness (Abstract). Specifically, Trafton discloses a post apparatus comprising a post 1 ("tubular element") having an outer periphery 3 that includes one or more longitudinal grooves 4 (see, e.g., Fig. 1). As shown in at least Figs. 1, 3 and 7, the post 1 has a completely closed contour.

Claim 1 recites, among other features, a tubular element having a cross-section with a not completely closed contour and comprising at least one slot communicating with an inside of the tubular element. Trafton does not disclose a cross-section with a not completely closed contour, the grooves communicating with an inside of the post. As such, Trafton cannot reasonably be read to anticipate, or to have suggested, this feature.

Further, while dependent claims 2-7, 10, 12 and 14 present separately allowable subject matter, these claims also include all of the features recited in independent claim 1 from which they respectively directly or indirectly depend. All of the features of dependent

claims 2-7, 10, 12 and 14 are, therefore, also neither taught, nor would they have been suggested, by Trafton for at least the respective dependence of these claims on independent claim 1.

With regard to independent claim 11, the Office Action, on page 4, asserts that Trafton discloses a fixing element comprising, among other features, "a face for pressing against one side of the panel and comprising stiffening ribs 32, 34, A, B." The Office Action then provides an annotated copy of Fig. 6 from Trafton in order to explain how the Examiner has interpreted the feature "comprising stiffening ribs." However, the Office Action fails to address the phrase "a face for pressing against one side of the panel and...." Even if elements A and B, annotated in the Office Action, are considered stiffening ribs, they are not part of the face of the bracket 40 shown in Fig. 6 of Trafton that presses against the panel. By contrast, an example of the feature recited in claim 11, as depicted in Fig. 2 of this application and described at page 6, lines 1-2, shows that "the fixing element 4 has stiffening ribs 9 on its first face 5." In other words, any alleged stiffening ribs in Trafton are not part of a face of the fixing element for pressing against one side of a panel. Trafton, therefore, neither teaches, nor would it have suggested, a fixing element, comprising: ... a face for pressing against one side of a panel and comprising stiffening ribs, as recited, among other features, in claim 11.

With regard to independent claim 15, the Office Action, on page 5, alleges that Trafton discloses a pair of fixing elements 30 configured for being mounted on the tubular element ... wherein the pair of fixing elements and the panel are configured to enable the panel to be held between the fixing elements, the fixing elements being disposed on either side of the panel. First, this is an incorrect reading of what element 30 of Trafton discloses. Element 30 is a single fixing element intended to mount a lateral member 36 which is integrally connected with the first portion 31 of the bracket 30 to a post 28 in a substantially perpendicular configuration of the lateral member 36 with respect to the base 8 of a groove 4

in the post 28 (see Figs. 3 and 5, and col. 4, lines 29-42 of Trafton). In this instance, Trafton discloses that the member 36, integrally connected to the first portion 31, may be connected to or form part of a fence, wall or sign (col. 4, lines 42-43). Additionally, with regard to the separate embodiment disclosed in Figs. 6 and 7 of Trafton, it should be noted that the pair of alleged fixing elements 40, 40' extends beyond the corresponding side of the panel 52.

Claims 15 recites, among other features, at least one pair of fixing elements not made integrally with the panel and configured for being mounted on the tubular element, at least one of the fixing elements comprising two fixing tabs both for engaging in at least one slot of the tubular element, wherein the pair of fixing elements and the panel are configured to enable the panel to be held between the fixing elements, the fixing elements being disposed entirely on either side of the panel. For at least the reasons cited above, Trafton cannot reasonably be read to disclose, or even to have suggested, the combination of all the features of at least one pair of fixing elements not made integrally with the panel ... the fixing elements being disposed entirely on either side of the panel, as is recited, among other features, in claim 15.

Claim 16 further recites the fixing elements being situated on either side of the panel without touching each other. As shown in Fig. 7 of Trafton, the alleged fixing elements 40, 40' are touching. Trafton, therefore, neither teaches, nor would it have suggested, the combination of all of the features recited in claim 16.

For at least the above reasons, Trafton cannot reasonably be read to teach, or even to have suggested, the varying combinations of features recited in claims 1-7, 10-12 and 14-16. Accordingly, reconsideration and withdrawal of the rejection of claims 1-7, 10-12 and 14-16 under 35 U.S.C. §102(b) as being anticipated by Trafton are respectfully requested.

The Office Action, in paragraph 5, rejects claims 8, 9 and 13 under 35 U.S.C. §103(a) as being unpatentable over Trafton in view of French Patent No. FR 2 712 043 to Ateliers Reunis Caddie (hereinafter "the '043 patent"). This rejection is respectfully traversed.

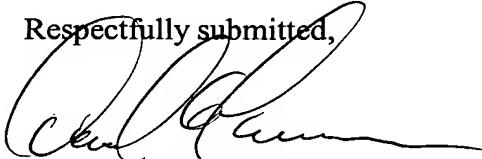
The Office Action recognizes that Trafton fails to disclose an assembly wherein one of the fixing elements includes a setback suitable for receiving a nut or the head of a screw, the depth of the setback ensuring that the nut or the head of the screw is received completely therein. The Office Action references the teaching of the '043 patent for this feature.

Because claims 8, 9 and 13 depend indirectly from claim 1, all of the features recited in claims 8, 9 and 13, in which the above specific features are varyingly recited, are neither taught, nor would they have been suggested, by the combination of the applied references for at least the dependence of these claims on claim 1. The '043 patent does not overcome the shortfall in the application of Trafton with respect to independent claim 1.

Accordingly, reconsideration and withdrawal of the rejection of claims 8, 9 and 13 under 35 U.S.C. §103(a) as being unpatentable over the combination of the applied references are respectfully requested.

In view of the foregoing, Applicants respectfully submit that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-16 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact Applicants' undersigned representative at the telephone number set forth below.

Respectfully submitted,


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WPB:DAT

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